

Doc # 5419
ADOPTED 8/21/91

LICENSE AGREEMENT
BY AND BETWEEN
THE BOSTON REDEVELOPMENT AUTHORITY
AND
HORIZONS FOR YOUTH

This License Agreement (hereinafter referred to as "License") is made on the 15th day of September, 1991 between the Boston Redevelopment Authority (hereinafter referred to as "Licensor"), a public body politic and corporate, created and existing pursuant to Chapter 121B of the Massachusetts General Laws, as amended, with a mailing address at One City Hall Square, Boston, Massachusetts, 02201, and Horizons for Youth (hereinafter referred to as "Licensee"), a non-profit organization created pursuant to Chapter 180 of the Massachusetts General Laws, as amended, with a mailing address at 121 Lakeview Street, Sharon, Massachusetts 02067.

WHEREAS, the Boston Redevelopment Authority, each year, sponsors an outdoor activity day known as the Annual Harborpark Day; and

WHEREAS, and the Seventh Annual Harborpark Day is to be held at the Charlestown Navy Yard on September 15, 1991; and

WHEREAS, Horizons for Youth, each year, sponsors an outdoor activity day known as the Chowdafest and has requested that the Seventh Annual Chowdafest be held at the Charlestown Navy Yard in conjunction with the Seventh Annual Harborpark Day on September 15, 1991; and

WHEREAS, on August 15, 1991 the Boston Redevelopment Authority approved the granting of a temporary license to Horizons for Youth for the purposes of sponsoring the Seventh Annual Chowdafest on the date of the Seventh Annual Harborpark Day.

NOW, THEREFORE in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do mutually agree as follows.

1. The License Area shall be limited to the area around Drydock #2, at the Charlestown Navy Yard, as defined in the map attached hereto and incorporated as Exhibit A.

2. The License shall be used exclusively for the Licensee's Seventh Annual Chowdafest, an event where for a nominal fee, there is unlimited chowder tasting, continuous entertainment and refreshments.

3. The Licensee acknowledges that this is a temporary License and its occupancy of the License Area is for a limited use, as defined in paragraph 2 herein, and for a one day period. No obligations, direct or indirect, shall be construed beyond this temporary license.

4. The term of this License is for a one-day period and shall be effective September 15, 1991 which is the scheduled date of the Seventh Annual Harborpark Day.

5. The Licensee shall pay all charges for fees, taxes, permits and insurance in conjunction with its use of the License Area.

6. Failure to pay the License Fee and failure to comply with the License conditions shall terminate this License forthwith. In the event of said failure, the Licensee agrees to surrender the premises peacefully, and further agrees not to oppose or contest eviction proceedings when notified to vacate or when notified that the Agreement has to be terminated.

7. The Licensee shall indemnify and save harmless the Licensor from all suits, actions, claims, demands, damages or losses, expenses, and cost of every kind and description to which the Licensor may be subjected or put by reason of injury, including death, to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Licensee, its agents, servants, employees, visitors, guest, contractors, subcontractors, or any and all other persons or corporations dealing with the License Area. At the request of the Licensor, the Licensee shall initiate and complete all activities, including any legal proceedings, necessary to effect the resolution of any such suits, actions, claims, or demands, except as set forth herein.

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8. The Licensee shall carry for the term of the License person injury and comprehensive public liability insurance in the name of the Licensee, with the Licensor named as an additional insured to protect the Licensee and the Licensor from any liability which might be incurred against them as a result of any operations of the Licensee, its agents, servants, employees, visitors, guest, contractors, subcontractors, or any and all other persons or corporations dealing with the License Area. Such insurance shall provide for a limit of One Million Dollars (\$1,000,000) for all damages arising from bodily injury or death; and One Million Dollars (\$1,000,000) for all damages arising out of any injury to or destruction of property; and a total or aggregate limit of Five Million Dollars (\$5,000,000) for all damages arising out of injury to or destruction of property during the policy period.

9. The Licensee shall furnish all certificates of insurance to the Licensor as a condition of the granting of this License. Such certificates of insurance shall provide evidence of satisfaction of the terms and conditions set forth in paragraph 8 of this License.

10. No fixtures shall be installed in, and no improvements or alterations shall be made to the License Area without the Licensor's written permission. Upon the termination of this License, by

expiration of the term or otherwise, the Licensee shall remove from the License Area all of its equipment, supplies, furnishing, and other personal property, and shall, if directed by the Licensor, also remove all fixtures and fixed improvements installed by the Licensee and shall repair any damage caused thereby. Property not so removed shall, at the Licensor's option, become the property of the Licensor. The Licensee shall leave the License Area in at least as good condition as received at the beginning of the Licensee term.

11. The Licensee shall ensure that no accumulation of litter, trash, debris or other disposable materials will remain on the premises upon the expiration of the License. The Licensee shall leave the License Area in a clean condition.

12. The Licensee shall neither make any change in nor erect nor place any building, structure, or sign (except no trespassing signs) upon the License Area unless the consent of the Authority thereto has first been obtained in writing.

13. The Licensee shall have complete responsibilities for compliance with all federal, state and municipal codes and ordinances.

14. This License may not be assigned, transferred, mortgaged, or encumbered in any way without the specific written permission of the Licensor.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals below as of the date first written above.

LICENSOR: BOSTON REDEVELOPMENT AUTHORITY

BY: _____

Stephen Coyle
Director

LICENSEE:

BY: _____

Clive W. Beasley
Executive Director

Approved as to form:

Robert F. McNeil
Chief General Counsel

AREA TO BE
UTILIZED BY
HORIZON FERRY

DRY DOCK
NO. 2
AREA

LANDSCAPED
AREA

PIER 3

PIER 4

■ ■ ■ ■ ■ PARK PARCEL
BOUNDARY

RECEPTION AREA

BOSTON NAVAL SHIPYARD/CHARLESTOWN

MEMORANDUM

AUGUST 21, 1991

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: PAUL BARRETT, ASSISTANT DIRECTOR
EDWARD ROCHE, DEPUTY DIRECTOR SPECIAL PROJECTS
Wm. ARTHUR, REILLY, PROJECT DIRECTOR
HARBOR PLANNING AND DEVELOPMENT

SUBJECT: CHARLESTOWN NAVY YARD: DRY DOCK #2 LICENSE FOR
HORIZONS FOR YOUTH CHOWDAFEST IN CONJUNCTION WITH
THE SEVENTH ANNUAL HARBORPARK DAY.

EXECUTIVE

SUMMARY: MEMORANDUM REQUESTING AUTHORIZATION TO EXECUTE A
ONE-DAY LICENSE AGREEMENT WITH HORIZONS FOR YOUTH,
ALLOWING THE ORGANIZATION THE USE OF THE AREA
AROUND DRY DOCK #2, AT THE CHARLESTOWN NAVY YARD
FOR THE SEVENTH ANNUAL CHOWDAFEST IN CONJUNCTION
WITH THE SEVENTH ANNUAL HARBORPARK DAY.

The Seventh Annual Harborpark Day scheduled for Sunday, September 15, 1991 will be held at the Charlestown Navy Yard. Horizons for Youth, a non-profit organization which provides outdoor and camping programs to disadvantaged youths, has approached the Authority to once again hold its Chowdafest in conjunction with Harborpark Day 1991.

The Chowdafest requires a secured area where, for an entry fee of \$6.00 for adults and \$3.00 for senior citizens and children, fifteen to twenty restaurants provide unlimited chowder tasting, continuous entertainment and refreshments.

Horizons for Youth has managed this event successfully for seven years including last year in the Navy Yard during Harborpark Day 1990 with assistance from the State organization for Knights of Columbus.

Police details will be provided as required by the City of Boston's Licensing Board and the liability insurance which Horizons for Youth carries exceeds the Authority's minimum requirements.

The Boston Herald, Phoenix Newspaper, and local radio stations will donate advertising for the Chowdafest events. Horizons for Youth has agreed to promote Chowdafest in promotional materials, advertisements and announcements, as being in conjunction with Harborpark Day 1991.

Chowdafest attracted over 15,000 visitors last year to the Navy Yard.

AN APPROPRIATE VOTE FOLLOWS:

VOTED: That the Director be and hereby is authorized to execute a one-day license agreement with Horizons for Youth, allowing them the use of Dry Dock #2 at the Charlestown Navy Yard to hold its Ninth Annual Chowdafest, on September 15, 1991. Said agreement is to be in the Authority's usual form, with the Authority named as additional insured on a Certificate of Insurance and providing that the City of Boston Licensing Board issues all necessary licenses and or permits prior to September 14, 1991.